# Contesport - 07. Konne

# CHAPMAN AND CUTLER

Theodore S Chapman 1877-1943 Henry E Cutler 1879-1959 111 West Monroe Street, Chicago, Illinois 60603 TWX 910-221-2103 Telex 206281

FAX (312) 701-2361 Telephone (312) 845-3000

September 26, 1991

2 North Central Avenue Phoenix, Arizona 85004 (602) 256-4060

50 South Main Street Salt Lake City, Utah 84144 (801) 533-0066

RESERVOIR TO 174 HER HAS

SEP 2 6 1991 -10 55 AM

INTERSTATE CONTERED COMMISSION

Office of the Secretary Recordations Units Room 2303 Interstate Commerce Commission 12th and Constitution Avenue, N.W. Washington, D.C. 20423

-Attention: Ms. Mildred Lee

Dear Ms. Lee:

SEP 2 6 1991 - 10 55 AM
INTERSTATE COVINEPCE COMMISSION

17462

17462

Enclosed are two original copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Supplement No. 2 and First Amendment to Lease and Lease Supplement No. 1, dated September 26, 1991, is a secondary document. This document relates to the Railcar Lease dated as of July 1, 1991 between The Connecticut National Bank, as Lessor and Indiana Michigan Power Company, as Lessee, recorded on August 2, 1991 with recordation no. 17462. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank 777 Main Street Hartford, Connecticut 06115

Indiana Michigan Power Company c/o American Electric Power Service Corporation 1 Riverside Plaza Columbus, OH 43215

The second document, Security Agreement Supplement No. 2 and First Amendment to Security Agreement Supplement No. 1, dated as of September 26, 1991, is a secondary document. This document relates to the Security Agreement-Trust Deed dated as of July 1, 1991 between The Connecticut National Bank, as Owner Trustee and Wilmington Trust Company, as Security Trustee, recorded on August 2, 1991 with recordation no. 17462-A. The names and addresses of the parties to such documents are as follows:

# DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

# Car Numbers

|              |              | <del></del> |   |          |   |
|--------------|--------------|-------------|---|----------|---|
| AEPX         | 3829         |             | İ |          |   |
| AEPX         |              |             | [ | 1        |   |
| AEPX         |              |             |   |          |   |
| AEPX         | 3832         |             |   |          |   |
| AEPX         | 3833         |             |   |          |   |
| AEPX         | 3834         |             |   | <u> </u> |   |
| AEPX         | 3835         |             |   |          |   |
| AEPX         | 3836         |             |   |          |   |
| AEPX         |              |             |   |          |   |
| AEPX<br>AEPX |              |             |   |          |   |
| AEPX         |              |             |   |          | • |
| AEPX         |              |             |   |          |   |
| AEPX         | 3 <b>863</b> |             |   |          |   |

# Interstate Commerce Commission

Washington, D.C. 20423

9/26/91

OFFICE OF THE SECRETARY

John A. HArris Chapman And Cutler 111 West Monroe Street Chicago, Illinois 60603

Sirs: Dear

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on , and assigned at 10:55AM 9/26/91 recordation number(s). 17462-D and 17462-E.

Sincerely yours,

Sidney L. Strickland, Jr Secretary

RECORDANCE NO 174 67-D

17462-10

SEP 26 1991 -10 55 AM

# LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

# **RECITALS:**

- A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.
- B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

# SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

## SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

# SECTION 3. PURCHASE PRICE.

Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$11,078,400.

# SECTION 4. INTERIM RENT; FIXED RENT, STIPULATED LOSS VALUES AND TERMINATION VALUES.

Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

### SECTION 5. AMENDMENT TO ORIGINAL LEASE.

- 5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:
  - (a) Lessee's Renewal Option. If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twentyseventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

### SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

- 6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".
- 6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

### SECTION 7. MISCELLANEOUS.

- 7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- 7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

By Its Vice President

THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-3

By Its

INDIANA MICHIGAN POWER COMPANY,

| STATE OF OHIO   |  |   |
|---|--|---|
| COUNTY OF FRANKLI   | ) ss.:<br>[N )   |   |
| Vice President  acknowledged himself to COMPANY, and that, as instrument for the purpos | County and State of INDIAN be a duly author such officer, being ses therein containe | September , 1991, before me, a Notary , personally appeared G.P. MALONEY, the A MICHIGAN POWER COMPANY, who exized officer of INDIANA MICHIGAN POWER authorized to do so, he executed the foregoing ed. |
| date above mentioned.   | 5 whereor, I hav   | e hereunto set my hand and official seaf on the   |
|   |  | Name: Mary M. Soltesz Notary Public My Commission Expires: 7-13-94  |
|   |  | Residing in Franklin County, Ohio   |
| STATE OF  | )<br>) ss.:  |   |
| COUNTY OF   | )  |   |
| Public in and for said Cou<br>the<br>himself to be a duly aut                           | unty and State, per<br>of THE CONNEC<br>horized officer of<br>ng authorized to do    | , 1991, before me, a Notary sonally appeared , TICUT NATIONAL BANK, who acknowledged THE CONNECTICUT NATIONAL BANK, and o so, he executed the foregoing instrument for                                  |
| IN WITNESS date above mentioned.  | S WHEREOF, I hav   | e hereunto set my hand and official seal on the   |
|   |  | Name: Notary Public My Commission Expires:  |

ا الله المستعدد الم

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

# CHASE MANHATTAN SERVICE CORPORATION

| Ву  |                   |
|---|-------------------|
| Its   | Owner Participant |
| WILMINGTON TRUST<br>its individual capac<br>as Security Trustec | city but solely   |
| By  | Security Trustee  |
| THE NORTHWESTER<br>INSURANCE COM                                |                   |
| By  | Note Purchaser    |

| STATE OF)   |  |  |
|---|--|--|
| STATE OF  | SS.:                                   |  |
| acknowledged himself to be a duly CORPORATION, and that, as suc foregoing instrument for the purpos     | authorize<br>h officer,<br>ses therein |  |
| date above mentioned.   | Jr, i nave                             | hereunto set my hand and official seal on the  |
|   | -                                      | Name: Notary Public My Commission Expires: Residing in   |
| STATE OF  | ss.:                                   |  |
| the of WILMIN to be a duly authorized officer of officer, being authorized to do so, therein contained. | IGTON TE<br>WILMING<br>he execut       | , 1991, before me, a Notary mally appeared , RUST COMPANY, who acknowledged himself GTON TRUST COMPANY, and that, as such ed the foregoing instrument for the purposes |
| date above mentioned.   | r, I have                              | hereunto set my hand and official seal on the  |
|   |  |  |
|   |  | Name:<br>Notary Public   |
|   | -                                      | My Commission Expires: Residing in   |

| STATE OF                           | )   |
|------------------------------------|---|
| COUNTY OF                          | ) ss.:  |
| On this, the                       | day of, 1991, before me, a Notarity and State, personally appeared, the of THE NORTHWESTERN MUTUAL LIFE INSURANCE   |
| NORTHWESTERN MUTUAL                | ged himself to be a duly authorized officer of THI LIFE INSURANCE COMPANY, and that, as such officer executed the foregoing instrument for the purposes therein |
| IN WITNESS Widate above mentioned. | EREOF, I have hereunto set my hand and official seal on the   |
|                                    |   |
|                                    | Name: Notary Public My Commission Expires: Residing in  |

Receipt of this original counterpart of this Lease Supplement No. 2 is hereby acknowledged this \_\_\_ day of September, 1991.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee

SECURITY TRUSTEE

# DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

# Car Numbers

|                        |                        |                          |                        | <del>,</del>           |
|------------------------|------------------------|--------------------------|------------------------|------------------------|
| AEPX 3412              | AEPX 3665              | AEPX 3706                | AEPX 3747              | ABPX 3788              |
| AEPX 3477              | AEPX 3666              | AEPX 3707                | AEPX 3748              | ABPX 3789              |
| AEPX 3478              | AEPX 3667              | AEPX 3708                | AEPX 3749              | ABPX 3790              |
| AEPX 3573              | AEPX 3668              | AEPX 3709                | ABPX 3750              | ABPX 3791              |
| AEPX 3577              | AEPX 3669              | AEPX 3710                | ABPX 3751              | ABPX 3792              |
| AEPX 3629              | AEPX 3670              | AEPX 3711                | ABPX 3752              | ABPX 3793              |
| AEPX 3630              | AEPX 3671              | AEPX 3712                | AEPX 3753              | ARPX 3794              |
| AEPX 3631              | AEPX 3672              | AEPX 3713                | AEPX 3754              | ABPX 3795              |
| AEPX 3632              | AEFX 3673              | AEPX 3714                | AEPX 3755              | ABPX 3796              |
| AEPX 3633              | AEPX 3674              | AEPX 3715                | AEPX 3756              | ABPX 3797              |
| AEPX 3634              | AEPX 3675              | AEPX 3716                | AEPX 3757              | AEPX 3798              |
| AEPX 3635              | AEPX 3676              | AEPX 3717                | AEPX 3758              | ABPX 3799              |
| AEPX 3636              | AEPX 3677              | AEPX 3718                | AEPX 3759              | ABPX 3800              |
| AEPX 3637              | AEPX 3678              | AEPX 3719                | AEPX 3760              | ABPX 3801              |
| AEPX 3638              | AEPX 3679              | AEPX 3720                | AEPX 3761              | AEPX 3802              |
| AEPX 3639              | AEPX 3680              | AEPX 3721                | AEPX 3762              | AEPX 3803              |
| AEPX 0540              | AEPX 3681              | AEPX 3722                | AEPX 3763              | AEPX 3804              |
| AEPX 3641              | AEPX 3682              | AEPX 3723                | AEPX 3764              | AEPX 3805              |
| AEPX 3642              | AEPX 3683              | AEPX 3724                | AEPX 3765              | AEPX 3806              |
| AEPX 3643              | AEPX 3684              | AEPX 3725                | AEPX 3766              | AEPX 3807              |
| AEPX 3644              | AEPX 3685              | AEPX 3726                | AEPX 3767              | AEPX 3808              |
| AEPX 3645              | AEPX 3686              | AEPX 3727                | AEPX 3768              | AEPX 3809              |
| AEPX 3646              | AEPX 3687              | AEPX 3728                | AEPX 3769              | AEPX 3810              |
| AEPX 3647              | AEPX 3688              | AEPX 3729                | AEPX 3770              | AEPX 3811              |
| AEPX 3648              | AEPX 3689              | AEPX 3730                | AEPX 3771              | AEPX 3812              |
| AEPX 3649              | AEPX 3690              | ABPX 3731                | AEPX 3772              | AEPX 3813              |
| AEPX 3650              | AEPX 3691              | AEPX 3732                | AEPX 3773              | AEPX 3814              |
| AEPX 3651              | AEPX 3692              | AEPX 3733                | AEPX 3774              | AEPX 3815              |
| AEPX 3652              | AEPX 3693              | AEPX 3734                | AEPX 3775              | AEPX 3816              |
| AEPX 3653              | AEPX 3694              | AEPX 3735<br>AEPX 3736   | ABPX 3776<br>ABPX 3777 | AEPX 3817<br>AEPX 3818 |
| AEPX 3654              | AEPX 3695              |                          | AEPX 3778              | AEPX 3819              |
| AEPX 3655              | AEPX 3696<br>AEPX 3697 | AEPX - 3737<br>AEPX 3738 | AEPX 3779              | AEPX 3820              |
| AEPX 3656              |                        | AEPX 3738                | AEPX 37/9              | AEPX 3821              |
| APEX 3657<br>AEPX 3658 | AEPX 3698<br>AEPX 3699 | ABPX 3739                | AEPX 3780              | AEPX 3822              |
| AEPX 3659              | AEPX 3700              | AEPX 3741                | AEPX 3782              | AEPX 3823              |
| AEPX 3660              | AEPX 3701              | ABPX 3742                | AEPX 3783              | AEPX 3824              |
| ABPX 3661              | AEPX 3701              | ABPX 3743                | AEPX 3784              | AEPX 3825              |
| ARPX 3662              | AEPX 3703              | ABPX 3744                | AEPX 3785              | AEPX 3826              |
| ABPX 3663              | AEPX 3704              | ABPX 3745                | ABPX 3786              | AEPX 3827              |
| ABPX 3664              | AEPX 3705              | 1                        | AEPX 3787              | AEPX 3828              |

# DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

# Car Numbers

| ·                      |          |     |   |    |
|------------------------|----------|-----|---|----|
| AEPX 3829              |          | İ   |   |    |
| AEPX 3830              |          |     |   |    |
| AEPX 3831              |          | į – | [ |    |
| AEPX 3832              | 1        |     |   |    |
| AEPX 3833              |          |     |   |    |
| AEPX 3834              | <u>'</u> |     |   |    |
| AEPX 3835              |          |     |   |    |
| AEPX 3836              |          |     | 1 | ,  |
| AEPX 3837              |          |     |   |    |
| AEPX 3838              |          | ,   |   |    |
| AEPX 3839              |          |     |   |    |
| AEPX 3840              |          |     |   |    |
| AEPX 3841              |          |     |   |    |
| AEPX 3842              |          |     |   |    |
| AEPX 3843              |          |     |   |    |
| AEPX 3844              |          |     |   |    |
| AEPX 3845              |          |     |   |    |
| AEPX 3846              |          |     |   |    |
| AEPX 3847              |          |     |   |    |
| AEPX 3848              |          |     |   |    |
| AEPX 3849              |          |     |   |    |
| AEPX 3850              |          |     |   |    |
| AEPX 3851              |          |     |   |    |
| AEPX 3852              |          |     |   |    |
| AEPX 3853              |          |     |   |    |
| AEPX 3854              |          |     |   |    |
| AEPX 3855<br>AEPX 3856 |          |     |   |    |
| AEPX 3857              | ļ        |     |   | ļ  |
| AEPX 3858              |          |     |   |    |
| AEPX 3859              |          |     |   |    |
| AEPX 3860              |          |     |   |    |
| AEPX 3861              |          |     |   | j  |
| AEPX 3862              |          |     |   |    |
| AEPX 3863              |          |     |   | Į. |

# SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following

| Rent<br>Payment Date       | Equipment Times the Following Fixed Rent Factor |
|----------------------------|---|
|                            |   |
| dec 27 1991                | 2.17415   |
| dar 27 1992                | 2.17415   |
| Jun 27 1992                | Z. 17415  |
| Sep 27 1992                | 2.17415<br>2.17496                              |
| 0ec 27 1992<br>Mar 27 1993 | 2-17415<br>2-17415                              |
| Jun 27 1993                | 2.17415   |
| Sep 27 1993                | 2.17415   |
| pec 27 1993                | 2. 17415  |
| Mar 27 1994                | 2. 17415  |
| Jun 27 1994                | 2.17415   |
| Sep 27 1994                | 2.17415   |
| Dec 27 1994                | 2. 17415  |
| Nar 27 1995                | 2.17415   |
| Jun 27 1995                | 2.17415   |
| 3ep 27 1995                | 2. 17415  |
| Dec 27 1995                | 2.17415   |
| Nar 27 1996                | 2.17415   |
| Jun 27 1996                | 2, 17415  |
| sep 27 1996                | 2.17415   |
| Dea 27 1996                | 2.17415   |
| Mar 27 1997                | 2.17415   |
| Jun 27 1997                | 2,17415   |
| Sep 27 1997                | 2.17415   |
| Dec 27 1997                | 2.17415   |
| Mar 27 1998                | 2.17415   |
| Jun 27 1998                | 2.17415   |
| Sep 27 1998                | 2.17615   |
| pec 27 1998                | 2.17415   |
| Mar 27 1999                | 2.17415   |
| Jun 27 1999                | 2,17415   |
| Sep 27 1999                | 2.17415   |
| Dec 27 1999                | 2.17415   |
| Mar 27 2000                | 2.17415   |
| Jun 27 2000                | 2.17415   |
| Sep 27 2000                | 2.17419   |
| Dec 27 2000                | 2.17415   |
| Mar 27 2001                | 2.17415   |
| Jun 27 2001                | 2,17615   |
| Sep 27 2001<br>Dec 27 2001 | 2.17415<br>2.65730                              |
| Mar 27 2002                | 2.65730   |
| Jun 27 2002                | 2.65730   |
| Sep 27 2002                | 2.65730   |
| Dec 27 2002                | 2.65730   |
| Mar 27 2003                | 2.65730   |
| Jun 27 2003                | 2.65730   |
| Sep 27 2003                | 2.65730   |
| Dec 27 2003                | 2,65730   |
| Mar 27 2004                | 2.65730   |
| *****                      | •   |

# Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor

# Rent Payment Date

| Jun 27 2004             |
|-------------------------|
| ∋ep 27 2004             |
| 9ec 27 2004             |
| Her 27 2005             |
| Jun 27 2005             |
| Sep 27 2005             |
| gec 27 2005             |
| Mar 27 2006             |
| Jun 27 2006             |
| Sep 27 2006             |
| ₽ <del>ec 27 2006</del> |
| Mar 27 2007             |
| Jun 27 2007             |
| Sep 27 2007             |
| Dec 27 2007             |
| Ner 27 2008             |
| Jun 27 2008             |
| Sep 27 2008             |
| Vec 27 2008             |
| Her 27 2009             |
| Jun 27 2009             |
| \$ep 27 2009            |
| Dec 27 2009             |
| Mar 27 2010             |
| Jun 27 2010             |
| Sep 27 2010             |
| Dec 27 2010             |
| Mar 27 2011             |
| Jun 27 2019             |
| Sep 27 2011             |
|                         |

| 2.          | 657        | 730        |
|-------------|------------|------------|
| 2.0         | 557        | 730        |
| 2.4         | 657        | 730        |
|             |            | 730        |
|             |            | 730        |
| 2.6         |            | •          |
|             |            |            |
| 2.0         |            | -          |
| 2.4         |            |            |
| 2.          | 557        | 30         |
| Z.(         | 557        | 30         |
| 2.6         | 557        | 30         |
| 2.6         | 557        | <b>3</b> 0 |
| 2.6         | 557        | 30         |
| 2.6         | 557        | 30         |
| 2.4         | <b>.</b> 5 | 30         |
| 2.6         | 557        | 30         |
| Z.(         |            | -          |
| 2.6         |            |            |
| Z.(         |            |            |
| 2. <i>6</i> |            |            |
|             |            |            |
| 2.6         |            |            |
| 2.6         |            |            |
| 2.6         |            |            |
| 2.6         | 557        | <b>3</b> 0 |
| 2.4         | 537        | <b>3</b> 0 |
| Z.6         | 57         | 30         |
| 2.6         | 557        | 30         |
| 2.6         | 557        | 30         |
| 2.6         | 557        | 30         |
| 2.6         | 57         | 30         |
|             |            |            |

# STIPULATED LOSS VALUE AND TERMINATION VALUE

Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)

# Rent Payment Date

الهام الأولاد

Dec 27 2000

Mar 27 2001

Jun 27 2001

Sep 27 2001

Dec 27 2001

Nar 27 2002

Jun 27 2002

8ep 27 2002

Dec 27 2002

Mar 27 2003

101.88581 103.48423 104.90293 106. 19179 107.25735 108. 16241 108.90004 109.48334 109,89997 110.19326 110.35794 110.40370 110.32263 110,14394 109.86350 109.50417 109.12022 108.72595 108.32109 107.90538 107.47855 107.04032 106.59040 106.12851 105.65434 105.16739 104.66795 104.15508 103.62866 103.08836 102.53382 101.96468 101.38039 100.78117 100.16603 99.53479 95.88704 98.22236 97.54034 96.84054 96.12252 94.90268 93.64864

92.36794

91.06096

89.73464

88,38848

Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)

æ;∙`

# Rent Payment Date

"N

87.02613 85.63446 84,22082 82.78465 81.32982 79.84226 78.33652 76.81394 75.27409 73.71654 72.14085 70.54655 68.93319 67.30029 65.64735 63.97389 62.27938 60.53562 58.79582 57.07175 55.33717 \$3.56732 51.79658 50.04483 48.32073 46.63820 44.98433 43.36080 41.77818 40.25297 38.77081 37.33395 36.06791 35.00000

# LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

# **RECITALS:**

- A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.
- B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

# SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

## SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

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### SECTION 3. PURCHASE PRICE.

Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$11,078,400.

# SECTION 4. INTERIM RENT; FIXED RENT, STIPULATED LOSS VALUES AND TERMINATION VALUES.

Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

### SECTION 5. AMENDMENT TO ORIGINAL LEASE.

- 5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:
  - (a) Lessee's Renewal Option. If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twentyseventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

# SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

- 6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".
- 6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

### SECTION 7. MISCELLANEOUS.

- 7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- 7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, an Indiana corporation

| By  |      |  |   |
|-----|------|--|---|
| Its | <br> |  | - |

THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2

Its MICF PRESIDEN

| STATE OF  | )   |  |   |
|---|---|--|---|
| COUNTY OF   | ) ss.:<br>)   |  |   |
| acknowledged himself to be a COMPANY, and that, as such or instrument for the purposes the  | y and State, peof INDIANA duly authorized fficer, being authering authorized. | ersonally appeared _<br>MICHIGAN POWER<br>I officer of INDIANA<br>horized to do so, he e | R COMPANY, who<br>A MICHIGAN POWER<br>xecuted the foregoing |
| date above mentioned.   | REOF, I have he   | reunto set my hand a   | nd official seal on the                                     |
|   | N<br>M  | Tame: Totary Public Ty Commission Expire Tesiding in Franklin C                          |   |
| STATE OF CONNECTICUT COUNTY OF HARTFORD   | )<br>) ss.: HAPT<br>)   | FORD   |   |
| On this, the 264 Public in and for said County and the VICE PRESIDENT of TH himself to be a duly authorized that, as such officer, being authorized the purposes therein contained. | i officer of THI  | E CONNECTICUT NA   | ATIONAL BANK, and   |

date above mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the

Name:
Notary Public
My Commission Expires: 3/3/196
Residing in 6-1000004,CT

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

# CHASE MANHATTAN SERVICE CORPORATION

| By         | 7   |
|------------|---|
| ·          | Its Owner Participan  |
| <b>W</b> ] | LMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee |
| Ву         | Its<br>Security Trustee   |
| ΤH         | IE NORTHWESTERN MUTUAL LIFE<br>INSURANCE COMPANY                                      |
| Ву         | Its<br>Note Purchaser   |

| STATE OF)  | gg •                                   |  |
|--|--|--|
| STATE OF   | ss.:                                   |  |
| acknowledged himself to be a duly CORPORATION, and that, as such foregoing instrument for the purpos | authorize<br>h officer,<br>ses therein |  |
| date above mentioned.  | Jr, I nave                             | hereunto set my hand and official seal on the  |
|  |  | Name: Notary Public My Commission Expires: Residing in   |
| STATE OF   | ss.:                                   |  |
| to be a duly authorized officer of   | WILMING                                | , 1991, before me, a Notary mally appeared , UST COMPANY, who acknowledged himself TON TRUST COMPANY, and that, as such ed the foregoing instrument for the purposes |
| IN WITNESS WHEREO date above mentioned.  | OF, I have                             | hereunto set my hand and official seal on the  |
|  |  | Name: Notary Public My Commission Expires: Residing in   |

d d

| STATE OF)  |  |
|--|--|
| COUNTY OF) ss.:  |  |
| Public in and for said County and Sta                          | , 1991, before me, a Notary te, personally appeared, the   |
| COMPANY, who acknowledged himsel NORTHWESTERN MUTUAL LIFE INSU | ORTHWESTERN MUTUAL LIFE INSURANCE f to be a duly authorized officer of THE RANCE COMPANY, and that, as such officer, the foregoing instrument for the purposes therein |
| IN WITNESS WHEREOF, I hadate above mentioned.                  | ave hereunto set my hand and official seal on the  |
|  |  |
|  | Name:  |
|  | Notary Public  My Commission Expires:  Residing in   |
|  |  |

Receipt of this original counterpart of this Lease Supplement No. 2 is hereby acknowledged this \_\_\_ day of September, 1991.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee

SECURITY TRUSTEE

# DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

# Car Numbers

|                        |                        |                        |                        | ·                      |
|------------------------|------------------------|------------------------|------------------------|------------------------|
| AEPX 3412              | AEPX 3665              | AEPX 3706              | AEPX 3747              | ABPX 3788              |
| AEPX 3477              | AEPX 3666              | AEPX 3707              | AEPX 3748              | ABPX 3789              |
| AEPX 3478              | AEPX 3667              | AEPX 3708              | AEPX 3749              | ARPX 3790              |
| AEPX 3573              | AEPX 3668              | AEPX 3709              | ABPX 3750              | ABPX 3791              |
| AEPX 3577              | AEPX 3669              | AEPX 3710              | AEPX 3751              | ABPX 3792              |
| AEPX 3629              | AEPX 3670              | AEPX 3711              | AEPX 3752              | ABPX 3793              |
| AEPX 3630              | AEPX 3671              | AEPX 3712              | AEPX 3753              | ARPX 3794              |
| AEPX 3631              | AEPX 3672              | AEPX 3713              | AEPX 3754              | ABPX 3795              |
| AEPX 3632              | AEPX 3673              | AEPX 3714              | AEPX 3755              | ABPX 3796              |
| AEPX 3633              | AEPX 3674              | AEPX 3715              | AEPX 3756              | ABPX 3797              |
| AEPX 3634              | AEPX 3675              | AEPX 3716              | AEPX 3757              | ABPX 3798              |
| AEPX 3635              | AEPX 3676              | AEPX 3717              | AEPX 3758              | ABPX 3799              |
| AEPX 3636              | AEPX 3677              | AEPX 3718              | AEPX 3759              | ABPX 3800              |
| AEPX 3637              | AEPX 3678              | AEPX 3719              | ABPX 3760              | ABPX 3801              |
| AEPX 3638              | AEPX 3679              | AEPX 3720              | AEPX 3761              | AEPX 3802              |
| AEPX 3639              | AEPX 3680              | AEPX 3721              | AEPX 3762              | AEPX 3803              |
| AEPX 0540              | AEPX 3681              | AEPX 3722              | AEPX 3763              | AEPX 3804              |
| AEPX 3641              | AEPX 3682              | AEPX 3723              | AEPX 3764              | AEPX 3805              |
| AEPX 3642              | AEPX 3683              | AEPX 3724              | AEPX 3765              | AEPX 3806              |
| AEPX 3643              | AEPX 3684              | AEPX 3725              | AEPX 3766              | AEPX 3807              |
| AEPX 3644              | ABPX 3685              | AEPX 3726              | AEPX 3767              | AEPX 3808              |
| AEPX 3645              | AEPX 3686              | AEPX 3727              | AEPX 3768              | AEPX 3809              |
| AEPX 3646              | AEPX 3687              | AEPX 3728              | AEPX 3769              | AEPX 3810              |
| AEPX 3647              | AEPX 3688              | AEPX 3729              | AEPX 3770              | AEPX 3811              |
| AEPX 3648              | AEPX 3689              | AEPX 3730              | AEPX 3771              | AEPX 3812              |
| AEPX 3649              | AEPX 3690              | ABPX 3731              | AEPX 3772              | AEPX 3813              |
| AEPX 3650              | AEPX 3691              | AEPX 3732              | AEPX 3773              | AEPX 3814              |
| AEPX 3651              | AEPX 3692              | AEPX 3733              | AEPX 3774              | AEPX 3815              |
| AEPX 3652              | AEPX 3693              | AEPX 3734              | AEPX 3775              | AEPX 3816              |
| AEPX 3653              | AEPX 3694              | AEPX 3735              | ABPX 3776              | AEPX 3817<br>AEPX 3818 |
| AEPX 3654              | AEPX 3695              | AEPX 3736              | AEPX 3777              |                        |
| AEPX 3655              | AEPX 3696              | AEPX 3737              | AEPX 3778<br>AEPX 3779 | AEPX 3819<br>AEPX 3820 |
| AEPX 3656              | AEPX 3697              | AEPX 3738<br>AEPX 3739 | AEPX 37/9              | AEPX 3821              |
| APEX 3657              | AEPX 3698              | AEPX 3739<br>AEPX 3740 | AEPX 3780<br>AEPX 3781 | AEPX 3822              |
| AEPX 3658<br>ABPX 3659 | AEPX 3699<br>AEPX 3700 | AEPX 3740              | AEPX 3782              | AEPX 3823              |
|                        | AEPX 3700              | ABPX 3741              | AEPX 3783              | AEPX 3824              |
|                        | AEPX 3701<br>AEPX 3702 | ABPX 3743              | AEPX 3784              | AEPX 3825              |
| AEPX 3661<br>ABPX 3662 | AEPX 3702              | ABPX 3743              | AEPX 3785              | AEPX 3826              |
| ABPX 3663              | AEPX 3704              | ABPX 3745              | ARPX 3786              | AEPX 3827              |
| ABPX 3664              | AEPX 3705              | AEPX 3746              | AEPX 3787              | AEPX 3828              |
| ABPA 3004              | WELY 3103              | MEEA 3/40              | . WELV 3/0/            | REFA 3040              |

# DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

# Car Numbers

| AEPX 3829              |     |   |   |
|------------------------|-----|---|---|
| AEPX 3830              | 1   | ł |   |
| AEPX 3831              |     |   |   |
| AEPX 3832              |     |   |   |
| AEPX 3833              |     | Į |   |
| AEPX 3834              | }   |   |   |
| AEPX 3835              | Ť i |   |   |
| AEPX 3836              |     |   |   |
| AEPX 3837              |     |   |   |
| AEPX 3838              |     |   |   |
| AEPX 3839              |     |   |   |
| AEPX 3840              |     |   |   |
| AEPX 3841              | İ   |   |   |
| AEPX 3842              |     |   |   |
| AEPX 3843              |     |   |   |
| AEPX 3844              |     |   |   |
| AEPX 3845              |     |   |   |
| AEPX 3846              | 1   |   |   |
| AEPX 3847              | 1   |   | , |
| AEPX 3848              |     |   |   |
| AEPX 3849              |     |   |   |
| AEPX 3850              |     |   |   |
| AEPX 3851<br>AEPX 3852 |     |   |   |
| AEPX 3853              |     |   |   |
| AEPX 3854              |     |   |   |
| AEPX 3855              |     |   |   |
| AEPX 3856              |     |   |   |
| AEPX 3857              |     |   |   |
| AEPX 3858              |     |   |   |
| AEPX 3859              |     |   |   |
| AEPX 3860              |     |   |   |
| AEPX 3861              |     |   |   |
| AEPX 3862              |     |   |   |
| AEPX 3863              |     |   |   |

# SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following

|              | Purchase Price for the        |
|--------------|-------------------------------|
| Rent         | Equipment Times the Following |
| Payment Date | Fixed Rent Factor             |
|              |                               |
| vec 27 1991  | 2.17415                       |
| Mar 27 1992  | 2. 17415                      |
| Jun 27 1992  | <b>2.</b> 174 15              |
| Sep 27 1992  | Z. 17415                      |
| 0ec 27 1992  | 2.17415                       |
| Mar 27 1993  | 2.17415                       |
| Jun 27 1993  | 2. 17415                      |
| Sep 27 1993  | 2, 17415                      |
| Dec 27 1993  | 2.17415                       |
| Mar 27 1994  | 2. 17415                      |
| Jun 27 1994  | 2.17415                       |
| Sep 27 1994  | 2.17415                       |
| 0ec 27 1994  | 2.17415                       |
|              |                               |
| Nar 27 1995  | 2.17415<br>2.17415            |
| Jun 27 1995  |                               |
| Sep 27 1995  | 2.17415<br>3.4744E            |
| Dec 27 1995  | 2.17615                       |
| Nar 27 1996  | 2.17415                       |
| Jun 27 1996  | 2.17415                       |
| sep 27 1996  | 2.17415                       |
| Dec 27 1996  | 2.17415                       |
| Ner 27 1997  | 2.17415                       |
| Jun 27 1997  | 2.17415                       |
| Sep 27 1997  | 2.17415                       |
| Dec 27 1997  | 2.17415                       |
| Mar 27 1998  | 2.17415                       |
| Jun 27 1998  | 2.17415                       |
| Sep 27 1998  | 2.17415                       |
| Dec 27 1998  | 2.17415                       |
| Mar 27 1999  | 2.17415                       |
| Jun 27 1999  | 2.17415                       |
| Sep 27 1999  | 2.17415                       |
| Dec 27 1999  | 2.17415                       |
| Mer 27 2000  | Z. 17415                      |
| Jun 27 2000  | 2.17415                       |
| Sep 27 2000  | 2.17415                       |
| 0ec 27 2000  | 2.17415                       |
| Mar 27 2001  | 2.17415                       |
| Jun 27 2001  | 2.17415                       |
| Sep 27 2001  | 2,17615                       |
| Dec 27 2001  | 2.65730                       |
| Mer 27 2002  | 2.65730                       |
| Jun 27 2002  | 2.65730                       |
| Sep 27 2002  | 2.65730                       |
| Dec 27 2002  | 2.65730                       |
| Mar 27 2003  | 2.65730                       |
| Jun 27 2003  | 2.65730                       |
| Sep 27 2003  | 2.65730                       |
| Dec 27 2003  | 2.65730                       |
| Mar 27 2004  | 2.65730                       |
|              |                               |

# Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor

# Rent Payment Date

| Jun 27 2004             |
|-------------------------|
| Jep 27 2004             |
| 9ec 27 2004             |
| Her 27 2005             |
| Jun 27 2005             |
| Sep 27 2005             |
| Dec 27 2005             |
| Mar 27 2006             |
| Jun 27 2006             |
| 3ep 27 2006             |
| Dec 27 2006             |
| Har 27 2007             |
| Jun 27 2007             |
| Sep 27 2007             |
| Dec 27 2007             |
| Mer 27 2008             |
| Jun 27 2008             |
| Sep 27 2008             |
| Dec 27 2008             |
| Her 27 2009             |
| Jun 27 2009             |
| \$ep 27 2009            |
| Dec 27 2009             |
| Mar 27 2010             |
| Jun 27 2018             |
| Sep 27 2010             |
| 9 <del>ac</del> 27 2010 |
| Mar 27 2011             |
| Jun 27 2011             |
| Sep 27 2011             |
|                         |

| 2.65730              |
|----------------------|
| 2.65730              |
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| 2,65730              |
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| 2.65730              |
| 0.67730<br>0.67720.5 |
|                      |
| 2.65730              |
| 2.65730              |
| 2.45730              |
| Z.65730              |
| 2,65730              |
| 2.65730              |
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| 2.65730              |
|                      |

# STIPULATED LOSS VALUE AND TERMINATION VALUE

Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the

# Rent Payment Date

Dec 27 1997

Mar 27 1998

Jun 27 1998

Sep 27 1998

Dec 27 1998

Har 27 1999

Jun 27 1999

Sep 27 1999

Dec 27 1999

Mer 27 2000

Jun 27 2000

Sep 27 2000

Dec 27 2000

Mer 27 2001

Jun 27 2001

Sep 27 2001

Dec 27 2001

Her 27 2002

Jun 27 2002

Sep 27 2002

Dec 27 2002

Mar 27 2003

Equipment due on such date) 101.88581

103.48423 104.90293 106.19179 107, 25735 108.16241 108.90004 109.48334 189,89997 110, 19326 110.35794 110.40370 110.32263 110.14394 109.86350 109.50417 109.12022 108.72595 108.32109 107,90538 107.47855 107.04032 106.59040 106.12851 105.65434 105.16739 104.66795 104.15508 103.62866 103.08836 102.53382 101.96668 101.38099 100.78117 100.16603 99.53479 98,88704 98.22236 97.54034 96.84054 96.12252 94.90268 75.64864

92.36794

91.05096

89.73464

88.38848

# Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such cate)

# Rent Payment Date

Sep 27 2011

87.02613 85.63446 84,22082 82,78465 81.32982 79.84224 78.33652 76.81394 75.27409 73.71654 72.14085 70.54655 68,93319 67.30029 65,64735 63.97389 62.27938 60.53562 58.79582 57.07175 55.33717 53.56732 51.79658 50.04483 48.32073 46.63820 44.98433 43.36080 41.77818 40.25297 38.77081 37.33395 36.06791 35.00000

# LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1

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# RECITALS:

- A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.
- B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

# SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

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5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

# SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

- 6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".
- 6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

### SECTION 7. MISCELLANEOUS.

- 7.1. This Lease Supplement No. '2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- 7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, an Indiana corporation

| By<br>Its_ |  |
|------------|--|
| not<br>Tru | CONNECTICUT NATIONAL BANK, individually but solely as Owner stee under Indiana Michigan Trust 91-2 |
| Ву         | <u>.</u>   |

| STATE OF   | )   |   |
|--|---|---|
| COUNTY OF )  | SS.:  |   |
| acknowledged himself to be a d   | and State, INDIANA uly authoriz icer, being a | , 1991, before me, a Notary personally appeared, the MICHIGAN POWER COMPANY, who sed officer of INDIANA MICHIGAN POWER uthorized to do so, he executed the foregoing. |
| IN WITNESS WHERE date above mentioned.   | EOF, I have                                   | hereunto set my hand and official seal on the   |
|  |   | Name: Notary Public My Commission Expires: Residing in Franklin County, Ohio  |
| STATE OF ) COUNTY OF )   | SS.:  |   |
| On this, the Public in and for said County and the of THE himself to be a duly authorized of | State, perso<br>CONNECTI<br>officer of T      | , 1991, before me, a Notary nally appeared, CUT NATIONAL BANK, who acknowledged HE CONNECTICUT NATIONAL BANK, and so, he executed the foregoing instrument for        |
| IN WITNESS WHERE date above mentioned.   | COF, I have l                                 | nereunto set my hand and official seal on the   |
|  |   | Name: Notary Public My Commission Expires: Residing in  |

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

# CHASE MANHATTAN SERVICE CORPORATION

| By   |                   |
|--|-------------------|
| Its  | Owner Participant |
| WILMINGTON TRUST Control its individual capacity as Security Trustee | •                 |
| ByIts  | Security Trustee  |

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Its A. Kipp Koester

Vice President

Note Purchaser

| Public in and for said Coun  | ty and State, pe  | , 1991, before me, a Notar rsonally appeared , the ATTAN SERVICE CORPORATION, wh  |
|--|---|---|
|  | s such officer, be  | officer of CHASE MANHATTAN SERVIC ing authorized to do so, he executed the ntained.   |
| IN WITNESS WHI   | EREOF, I have he  | reunto set my hand and official seal on th  |
| •  |   |   |
|  | N   | ame:  |
|  |   | otary Public  |
|  |   | y Commission Expires: esiding in  |
|  |   |   |
| CMAME OF   | `   |   |
| STATE OF   | )   |   |
|  | ) ss.:  |   |
| COUNTY OF  | ) ss.:<br>_ )   |   |
| COUNTY OF  | _ )   | 1991, hefore me a Notar   |
| On this, the Public in and for said County a   | day ofand State, persona  | , 1991, before me, a Notar  |
| On this, the Public in and for said County athe of WI  | day ofand State, persona  | , 1991, before me, a Notar<br>lly appeared<br>T COMPANY, who acknowledged himsel  |
| On this, the Public in and for said County at the of WI to be a duly authorized office   | day ofand State, persona<br>LMINGTON TRUS<br>er of WILMINGTO  | , 1991, before me, a Notar<br>lly appeared<br>ST COMPANY, who acknowledged himsel<br>ON TRUST COMPANY, and that, as suc<br>the foregoing instrument for the purpose |
| On this, the Public in and for said County athe of WI to be a duly authorized office officer, being authorized to detherein contained.                 | day of and State, persona LMINGTON TRUS er of WILMINGTO o so, he executed   | ST COMPANY, who acknowledged himsel<br>ON TRUST COMPANY, and that, as suc   |
| On this, the Public in and for said County athe of WI to be a duly authorized office officer, being authorized to detherein contained.  IN WITNESS WHI | day of and State, persona LMINGTON TRUS er of WILMINGTO o so, he executed   | T COMPANY, who acknowledged himsel ON TRUST COMPANY, and that, as such the foregoing instrument for the purpose   |
| On this, the Public in and for said County athe of WI to be a duly authorized office officer, being authorized to detherein contained.  IN WITNESS WHI | day of day of<br>and State, persona<br>LMINGTON TRUS<br>er of WILMINGTO<br>o so, he executed<br>EREOF, I have her | T COMPANY, who acknowledged himsel ON TRUST COMPANY, and that, as such the foregoing instrument for the purpose   |
| On this, the Public in and for said County athe of WI to be a duly authorized office officer, being authorized to detherein contained.  IN WITNESS WHI | day of day of and State, persona LMINGTON TRUS er of WILMINGTO so, he executed EREOF, I have her                  | TOMPANY, who acknowledged himsel ON TRUST COMPANY, and that, as such the foregoing instrument for the purpose reunto set my hand and official seal on the           |

\* \* \* \*

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| STATE OF | WISCONSIN   | ) |      |
|----------|-------------|---|------|
| _        |             | ) | ss.: |
| COUNTY O | F MILWAUKEE | ) |      |

On this, the 23rd day of September, 1991, before me, a Notary Public in and for said County and State, personally appeared A. Kipp Koester, the Vice President of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, who acknowledged himself to be a duly authorized officer of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Joyce Malzhan

Motary Public

My Commission Expires: 6/6/93

Residing in Milwaukee County, Wisconsin

| Receipt of this original cou<br>acknowledged this day of September, | nterpart of this Lease Supplement No. 2 is hereby 1991.                                 |
|---|---|
|   | WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee |
|   | By  |

SECURITY TRUSTEE

## DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

#### Car Numbers

|                        |                        |           |                        | ,                      |
|------------------------|------------------------|-----------|------------------------|------------------------|
| AEPX 3412              | AEPX 3665              | AEPX 3706 | AEPX 3747              | AEPX 3788              |
| AEPX 3477              | AEPX 3666              | AEPX 3707 | AEPX 3748              | ABPX 3789              |
| AEPX 3478              | AEPX 3667              | AEPX 3708 | AEPX 3749              | ARPX 3790              |
| AEPX 3573              | AEPX 3668              | AEPX 3709 | ABPX 3750              | ABPX 3791              |
| AEPX 3577              | AEPX 3669              | AEPX 3710 | ABPX 3751              | ABPX 3792              |
| AEPX 3629              | AEPX 3670              | AEPX 3711 | AEPX 3752              | ABPX 3793              |
| AEPX 3630              | AEPX 3671              | AEPX 3712 | AEPX 3753              | ARPX 3794              |
| AEPX 3631              | AEPX 3672              | AEPX 3713 | AEPX 3754              | ARPX 3795              |
| AEPX 3632              | AEPX 3673              | AEPX 3714 | AEPX 3755              | ABPX 3796              |
| AEPX 3633              | AEPX 3674              | AEPX 3715 | AEPX 3756              | ABPX 3797              |
| AEPX 3634              | AEPX 3675              | AEPX 3716 | AEPX 3757              | ABPX 3798              |
| AEPX 3635              | AEPX 3676              | AEPX 3717 | ABPX 3758              | ABPX 3799              |
| AEPX 3636              | AEPX 3677              | AEPX 3718 | AEPX 3759              | ABPX 3800              |
| AEPX 3637              | AEPX 3678              | AEPX 3719 | AEPX 3760              | ABPX 3801              |
| AEPX 3638              | AEPX 3679              | AEPX 3720 | AEPX 3761              | AEPX 3802              |
| AEPX 3639              | AEPX 3680              | AEPX 3721 | AEPX 3762              | AEPX 3803              |
| AEPX 2540              | AEPX 3681              | AEPX 3722 | AEPX 3763              | AEPX 3804              |
| AEPX 3641              | AEPX 3682              | AEPX 3723 | AEPX 3764              | AEPX 3805              |
| AEPX 3642              | AEPX 3683              | AEPX 3724 | AEPX 3765              | AEPX 3806              |
| AEPX 3643              | AEPX 3684              | AEPX 3725 | AEPX 3766              | AEPX 3807              |
| AEPX 3644              | ABPX 3685              | AEPX 3726 | AEPX 3767              | AEPX 3808              |
| AEPX 3645              | AEPX 3686              | AEPX 3727 | AEPX 3768              | AEPX 3809              |
| AEPX 3646              | AEPX 3687              | AEPX 3728 | AEPX 3769              | AEPX 3810              |
| AEPX 3647              | AEPX 3688              | AEPX 3729 | AEPX 3770              | AEPX 3811              |
| AEPX 3648              | AEPX 3689              | AEPX 3730 | AEPX 3771              | AEPX 3812              |
| AEPX 3649              | AEPX 3690              | ABPX 3731 | AEPX 3772              | AEPX 3813              |
| AEPX 3650              | AEPX 3691              | AEPX 3732 | AEPX 3773              | AEPX 3814              |
| AEPX 3651              | AEPX 3692              | AEPX 3733 | AEPX 3774              | AEPX 3815              |
| AEPX 3652              | AEPX 3693              | AEPX 3734 | AEPX 3775              | AEPX 3816              |
| AEPX 3653              | AEPX 3694              | AEPX 3735 | ABPX 3776              | AEPX 3817              |
| AEPX 3654              | AEPX 3695              | AEPX 3736 | AEPX 3777              | AEPX 3818              |
| AEPX 3655              | AEPX 3696              | AEPX 3737 | AEPX 3778              | AEPX 3819              |
| AEPX 3656              | AEPX 3697              | AEPX 3738 | AEPX 3779              | AEPX 3820              |
| APEX 3657              | AEPX 3698              | ABPX 3739 | AEPX 3780              | AEPX 3821              |
| AEPX 3658              | AEPX 3699              | ABPX 3740 | AEPX 3781              | AEPX 3822              |
| AEPX 3659              | AEPX 3700              | AEPX 3741 | AEPX 3782              | AEPX 3823              |
| ABPX 3660              | AEPX 3701              | ARPX 3742 | AEPX 3783              | AEPX 3824<br>AEPX 3825 |
| AEPX 3661              | AEPX 3702<br>AEPX 3703 | ABPX 3743 | AEPX 3784<br>AEPX 3785 | AEPX 3825<br>AEPX 3826 |
| ARPX 3662              | AEPX 3703<br>AEPX 3704 | ABPX 3745 | AEPX 3786              | AEPX 3827              |
| ABPX 3663<br>ABPX 3664 | AEPX 3704              | AEPX 3745 | AEPX 3787              | AEPX 3828              |
| ABPX 3664              | AEFA 3/03              | ABEA 3/40 | ADFA 3/0/              | REFA 3040              |

## DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

## Car Numbers

| AEPX 3829              |   |   |   |     |
|------------------------|---|---|---|-----|
| AEPX 3830              | } |   |   |     |
| AEPX 3831              |   |   |   |     |
| AEPX 3832              | ! |   |   |     |
| AEPX 3833              |   |   |   |     |
| AEPX 3834              |   |   |   |     |
| AEPX 3835              |   |   |   |     |
| AEPX 3836              | ļ |   | [ |     |
| AEPX 3837              |   |   |   | į   |
| AEPX 3838              |   |   |   |     |
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| AEPX 3840              | 1 |   |   |     |
| AEPX 3841              |   |   |   |     |
| AEPX 3842              |   |   |   |     |
| AEPX 3843              | } |   |   | l l |
| AEPX 3844              |   |   |   |     |
| AEPX 3845              |   | • |   |     |
| AEPX 3846              |   |   |   |     |
| AEPX 3847              |   |   |   |     |
| AEPX 3848              |   |   |   |     |
| AEPX 3849              |   |   |   |     |
| AEPX 3850              |   |   |   |     |
| AEPX 3851              |   |   |   |     |
| AEPX 3852              | 1 |   |   | }   |
| AEPX 3853              |   |   |   | 1   |
| AEPX 3854              |   |   |   |     |
| AEPX 3855              | [ |   |   |     |
| AEPX 3856              |   |   |   |     |
| AEPX 3857              |   |   |   | į,  |
| AEPX 3858              |   |   |   |     |
| AEPX 3859              |   |   |   |     |
| AEPX 3860              |   |   |   |     |
| AEPX 3861<br>AEPX 3862 |   |   |   |     |
|                        |   |   |   |     |
| AEPX 3863              |   |   |   |     |

# SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

Rent

Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following

| Payment Date               | Fixed Rent Factor  |
|----------------------------|--------------------|
| <del></del>                |                    |
| uec 27 1991                | 2.17415            |
| Mar 27 1992                | 2.17415            |
| Jun 27 1992                | 2.17415            |
| Sep 27 1992                | 2.17415            |
| Dec 27 1992                | 2.17415            |
| Mar 27 1993                | 2.17415            |
| Jun 27 1993                | 2. 17415           |
| Sep 27 1993                | 2.17615            |
| Dec 27 1993                | 2.17415            |
| Mar 27 1994                | 2.17415            |
| Jun 27 1994                | 2.17415            |
| Sep 27 1994                | 2,17415            |
| Dec 27 1994                | 2.17415            |
| Mar 27 1995                | 2.17415            |
| Jun 27 1995                | 2.17415            |
| Sep 27 1995                | 2, 17415           |
| Dec 27 1995                | 2.17415            |
| Nar 27 1996                | 2.17415            |
| Jun 27 1996                | 2.17415            |
| sep 27 1996                | 2.17415            |
| Dec 27 1996                | 2.17415            |
| Ner 27 1997                | 2.17415            |
| Jun 27 1997                | 2.17415            |
| Sep 27 1997                | 2.17415            |
| Dec 27 1997                | 2.17415            |
| Mar 27 1998                | 2.17415            |
| Jun 27 1998                | 2.17415<br>2.17615 |
| Sep 27 1998<br>tec 27 1998 | 2,17415            |
| Har 27 1999                | 2.17415            |
| Jun 27 1999                | 2,17415            |
| Sep 27 1999                | 2.17415            |
| Dec 27 1999                | 2.17415            |
| Mer 27 2000                | Z.17415            |
| Jun 27 2000                | 2.17415            |
| Sep 27 2000                | 2.17415            |
| Dec 27 2000                | 2.17415            |
| mar 27 2001                | 2.17415            |
| Jun 27 2001                | 2.17415            |
| Sep 27 2001                | 2.17415            |
| Dec 27 2001                | 2.65 <b>73</b> 0   |
| Mar 27 2002                | 2.65 <i>7</i> 30   |
| Jun 27 2002                | 2.65730            |
| Sep 27 2002                | 2.65730            |
| Dec 27 2002                | 2.65730            |
| Mar 27 2003                | 2.65730            |
| Jun 27 2003                | 2.65730            |
| Sep 27 2003                | 2.65730            |
| Dec 27 2003                | 2.65730            |
| Mar 27 2004                | 2.65730            |
|                            |                    |

'SCHEDULE 2 (to Lease Supplement No. 2)

Ļ

# Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor

#### Rent Payment Date

| Jun 27 2004              |
|--------------------------|
| ⊳ep 27 2004              |
| 9 <b>ec 27 2004</b>      |
| Her 27 2005              |
| √un 27 2005              |
| Sep 27 2005              |
| 0ec 27 2005              |
| Mar 27 2006              |
| Jun 27 2006              |
| Sep 27 2006              |
| 9 <del>4</del> 4 27 2006 |
| Mar 27 2007              |
| Jun 27 2007              |
| Sep 27 2007              |
| Dec 27 2007              |
| Mar 27 2008              |
| Jun 27 2008              |
| Sep 27 2008              |
| Dec 27 2008              |
| Her 27 2009              |
| Jun 27 2009              |
| \$ep 27 2009             |
| Dec 27 2009              |
| Mar 27 2010              |
| Jun 27 2010              |
| Sep 27 2010              |
| Dec 27 2010              |
| Mar 27 2011              |
| Jun 27 2011              |
| Sep 27 2011              |
|                          |

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## STIPULATED LOSS VALUE AND TERMINATION VALUE

Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)

#### Rent Payment Date

Ner 27 2002

Jun 27 2002

8ep 27 2002

Dec 27 2002

Nar 27 2003

101.88581 103.48423 104.90293 106.19179 107.25735 108.16241 108.90004 109.48334 109.89997 110.19326 110.35794 110.40370 110.32263 110,14394 109.86350 109.50417 109,12022 108,72595 108.32109 107,90538 107.47855 107.04032 106.59040 106.12851 105.65434 105.16759 104.66795 104.15508 103.62866 103,08836 102.53382 101.96468 101.38059 100.78117 100.16603 99.53479 98.88704 98.22236 97.54034 96.84054 96.12252 94.90268 93.64864 92.36794 91.06096

89.73464

88.38848

#### Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)

#### Rent Payment Date

Sep 27 2011

87.02613 85.63446 84,22082 82.78465 81.32982 79.84226 78.33652 76.81394 75.27409 73.71654 72,14085 70.54655 68.93319 67.30029 65.64735 63.97389 62.27938 60.53562 58.79582 57.07175 55.33717 53.56732 51.79658 50.04483 48.32073 46.63820 44.98433 43.36080 41.77818 40.25297 38.77081 37.33395 36.06791 35.00000

# LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

#### RECITALS:

- A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.
- B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

## SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

#### SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

 $C_{M}$ 

#### SECTION 3. PURCHASE PRICE.

Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$11,078,400.

# SECTION 4. INTERIM RENT; FIXED RENT, STIPULATED LOSS VALUES AND TERMINATION VALUES.

Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

#### SECTION 5. AMENDMENT TO ORIGINAL LEASE.

- 5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:
  - (a) Lessee's Renewal Option. If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twentyseventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

#### SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

- 6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".
- 6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

#### SECTION 7. MISCELLANEOUS.

- 7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- 7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, : an Indiana corporation

| Its_       |  |
|------------|--|
| not<br>Tru | CONNECTICUT NATIONAL BANK, individually but solely as Owner stee under Indiana Michigan Trust 91-2 |
| Ву         |  |

| STATE OF                              | )   | ·  |
|---------------------------------------|---|--|
| COUNTY OF                             | ) ss.:  |  |
|                                       | ,   |  |
|                                       | y and State,<br>of INDIANA  | , 1991, before me, a Notary personally appeared, the MICHIGAN POWER COMPANY, who   |
|                                       | fficer, being   | zed officer of INDIANA MICHIGAN POWER authorized to do so, he executed the foregoing d.  |
| IN WITNESS WHE date above mentioned.  | REOF, I have  | e hereunto set my hand and official seal on the  |
|                                       |   | No man   |
|                                       |   | Name: Notary Public My Commission Expires: Residing in Franklin County, Ohio   |
|                                       | ·   |  |
| STATE OF                              | )<br>) ss.:   |  |
| COUNTY OF                             | )   |  |
| himself to be a duly authorized       | d State, personal State, personal CONNECT of Constant | , 1991, before me, a Notary onally appeared , TCUT NATIONAL BANK, who acknowledged THE CONNECTICUT NATIONAL BANK, and so, he executed the foregoing instrument for |
| IN WITNESS WHER date above mentioned. | REOF, I have  | hereunto set my hand and official seal on the  |
|                                       |   |  |
|                                       |   |  |
|                                       |   | Name:<br>Notary Public   |
|                                       |   | My Commission Expires: Residing in   |

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

# CHASE MANHATTAN SERVICE CORPORATION

| Ву            | PZel                | and a                        |
|---------------|---------------------|------------------------------|
| Its<br>Vuc Pr | esident             | Owner Participant            |
|               | lual capacit        | COMPANY, not in y but solely |
| By            |                     |                              |
|               |                     | Security Trustee             |
|               | WESTERN<br>CE COMPA | MUTUAL LIFE<br>NY            |
| Ву            |                     |                              |
| Its           |                     | Note Purchaser               |

| STATE OF New YORK )  COUNTY OF New YORK )   |   |
|---|---|
| COUNTY OF NEW YORK )  |   |
| Public in and for said County and State  Vice President of CHASE M  acknowledged himself to be a duly authorize   | , 1991, before me, a Notary personally appeared AP De Marco, the ANHATTAN SERVICE CORPORATION, who red officer of CHASE MANHATTAN SERVICE, being authorized to do so, he executed the in contained. |
| IN WITNESS WHEREOF, I hav date above mentioned.   | e hereunto set my hand and official seal on the   |
| GERALDINE R IPPOLITO Notary Public, State of New York No 4818136 Qualified in Orange County Certificate Filed in New York County Commission Expires September 30, | Name: GERALDINE R. JPPOLITO Notary Public My Commission Expires: 9/30/92 Residing in ORANGE COUNTY, NY  |
| STATE OF )  |   |
| COUNTY OF ) ss.:  |   |
| to be a duly authorized officer of WILMIN   | , 1991, before me, a Notary sonally appeared , RUST COMPANY, who acknowledged himself IGTON TRUST COMPANY, and that, as such ated the foregoing instrument for the purposes                         |
| IN WITNESS WHEREOF, I have date above mentioned.  | e hereunto set my hand and official seal on the   |
|   | Name:   |
|   | Notary Public   |
|   | My Commission Expires: Residing in  |

. .

| STATE OF                                | an A   |
|---|--|
| COUNTY OF                               | SS.:   |
| Public in and for said County an of Ti  | ay of, 1991, before me, a Notary d State, personally appeared, the HE NORTHWESTERN MUTUAL LIFE INSURANCE himself to be a duly authorized officer of THE INSURANCE COMPANY, and that, as such officer |
|   | ited the foregoing instrument for the purposes therein   |
| IN WITNESS WHEREC date above mentioned. | F, I have hereunto set my hand and official seal on the  |
|   | Name:  |
|   | Notary Public  |
|   | My Commission Expires:   |
|   | Residing in  |

| Receip            | tof | this | original | counterp  | rt of | this | Lease | Supplement | : No. | 2 | is | here | eby |
|-------------------|-----|------|----------|-----------|-------|------|-------|------------|-------|---|----|------|-----|
| acknowledged this | da  | y of | Septemb  | er, 1991. |       |      |       |            |       |   |    |      | ·   |

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee

SECURITY TRUSTEE

## DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

## Car Numbers

|                        |                        |                        |                        | ,                      |
|------------------------|------------------------|------------------------|------------------------|------------------------|
| AEPX 3412              | AEPX 3665              | AEPX 3706              | AEPX 3747              | ABPX 3788              |
| AEPX 3477              | AEPX 3666              | AEPX 3707              | AEPX 3748              | ABPX 3789              |
| AEPX 3478              | AEPX 3567              | AEPX 3708              | AEPX 3749              | ABPX 3790              |
| AEPX 3573              | AEPX 3668              | AEPX 3709              | ABPX 3750              | AEPX 3791              |
| AEPX 3577              | AEPX 3669              | AEPX 3710              | AEPX 3751              | ABPX 3792              |
| AEPX 3629              | AEPX 3670              | AEPX 3711              | AEPX 3752              | ABPX 3793              |
| AEPX 3630              | AEPX 3671              | AEPX 3712              | AEPX 3753              | ARPX 3794              |
| AEPX 3631              | AEPX 3672              | AEPX 3713              | AEPX 3754              | ABPX 3795              |
| AEPX 3632              | AEPX 3673              | AEPX 3714              | AEPX 3755              | ABPX 3796              |
| AEPX 3633              | AEPX 3674              | AEPX 3715              | AEPX 3756              | ABPX 3797              |
| AEPX 3634              | AEPX 3675              | AEPX 3716              | AEPX 3757              | ABPX 3798              |
| AEPX 3635              | AEPX 3676              | AEPX 3717              | AEPX 3758              | ABPX 3799              |
| AEPX 3636              | AEPX 3677              | AEPX 3718              | AEPX 3759              | ABPX 3800              |
| AEPX 3637              | AEPX 3678              | AEPX 3719              | ABPX 3760              | ABPX 3801              |
| AEPX 3638              | AEPX 3679              | AEPX 3720              | AEPX 3761              | AEPX 3802              |
| AEPX 3639              | AEPX 3680              | AEPX 3721              | AEPX 3762              | AEPX 3803              |
| AEPX 0540              | AEPX 3681              | AEPX 3722              | AEPX 3763              | ARPX 3804              |
| AEPX 3641              | AEPX 3682              | AEPX 3723              | AEPX 3764              | ARPX 3805              |
| AEPX 3642              | AEPX 3683              | AEPX 3724              | AEPX 3765              | AEPX 3806              |
| AEPX 3643              | AEPX 3684              | AEPX 3725              | AEPX 3766              | AEPX 3807              |
| AEPX 3644              | AEPX 3685              | AEPX 3726              | AEPX 3767              | AEPX 3808              |
| AEPX 3645              | AEPX 3686              | AEPX 3727              | AEPX 3768              | AEPX 3809              |
| ABPX 3646              | AEPX 3687              | AEPX 3728              | AEPX 3769              | AEPX 3810              |
| AEPX 3647              | AEPX 3688              | AEPX 3729              | AEPX 3770              | ABPX 3811              |
| AEPX 3648              | AEPX 3689              | AEPX 3730              | AEPX 3771              | AEPX 3812              |
| AEPX 3649              | AEPX 3690              | ABPX 3731              | AEPX 3772              | AEPX 3813              |
| AEPX 3650              | AEPX 3691              | AEPX 3732              | AEPX 3773              | AEPX 3814              |
| AEPX 3651              | AEPX 3692              | AEPX 3733              | AEPX 3774              | AEPX 3815              |
| AEPX 3652              | AEPX 3693              | AEPX 3734              | AEPX 3775              | AEPX 3816              |
| AEPX 3653              | AEPX 3694              | AEPX 3735              | ABPX 3776              | AEPX 3817              |
| AEPX 3654              | AEPX 3695              | AEPX 3736              | AEPX 3777              | AEPX 3818              |
| AEPX 3655              | AEPX 3696              | AEPX 3737              | AEPX 3778              | AEPX 3819              |
| AEPX 3656              | AEPX 3697              | AEPX 3738              | AEPX 3779              | AEPX 3820              |
| APEX 3657              | AEPX 3698              | AEPX 3739              | AEPX 3780              | AEPX 3821              |
| AEPX 3658              | AEPX 3699              | ABPX 3740              | AEPX 3781              | AEPX 3822              |
| AEPX 3659              | AEPX 3700              | AEPX 3741              | AEPX 3782              | AEPX 3823              |
| AEPX 3660              | AEPX 3701              | ABPX 3742<br>ARPX 3743 | AEPX 3783              | AEPX 3824<br>AEPX 3825 |
| AEPX 3661              | AEPX 3702<br>AEPX 3703 | ABPX 3743<br>ABPX 3744 | AEPX 3784<br>AEPX 3785 | AEPX 3825<br>AEPX 3826 |
| ARPX 3662              | AEPX 3703<br>AEPX 3704 | ABPX 3744              | ABPX 3785              | AEPX 3826<br>AEPX 3827 |
| ABPX 3663<br>ABPX 3664 | AEPX 3704<br>AEPX 3705 | AEPX 3745              | AEPX 3787              | AEPX 3828              |
| NDEN 3004              | WEEV 3103              | MEEN J/40              | ADEA 3/01              | ALFA 3040              |

## DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

## Car Numbers

|                        | <del></del> | <del></del> |   |
|------------------------|-------------|-------------|---|
| AEPX 3829              |             |             |   |
| AEPX 3830              |             |             |   |
| AEPX 3831              |             | İ           |   |
| AEPX 3832              |             | ł           |   |
| AEPX 3833              |             |             |   |
| AEPX 3834              | ļ           |             |   |
| AEPX 3835              | ]           |             | Ì |
| AEPX 3836              |             |             |   |
| AEPX 3837              |             |             |   |
| AEPX 3838              |             |             |   |
| AEPX 3839              |             |             |   |
| AEPX 3840              |             |             |   |
| AEPX 3841              |             |             |   |
| AEPX 3842              |             |             |   |
| AEPX 3843              |             |             |   |
| AEPX 3844              |             |             |   |
| AEPX 3845              |             |             |   |
| AEPX 3846              |             |             |   |
| AEPX 3847              |             | 1           |   |
| AEPX 3848<br>AEPX 3849 |             |             |   |
| AEPX 3850              |             |             |   |
| AEPX 3851              |             |             |   |
| AEPX 3852              |             |             |   |
| AEPX 3853              |             |             |   |
| AEPX 3854              |             |             |   |
| AEPX 3855              |             |             |   |
| AEPX 3856              |             |             |   |
| AEPX 3857              |             |             |   |
| AEPX 3858              |             |             |   |
| AEPX 3859              |             |             |   |
| AEPX 3860              |             | ^           |   |
| AEPX 3861              |             |             |   |
| AEPX 3862              |             |             |   |
| AEPX 3863              |             |             |   |

# SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following

|              | Purchase Price for the        |
|--------------|-------------------------------|
| Rent         | Equipment Times the Following |
| Payment Date | Fixed Rent Factor             |
|              |                               |
| Jeo 27 1991  | 2.17415                       |
| Mar 27 1992  | 2. 17415                      |
| Jun 27 1992  | 2.17415                       |
| Sep 27 1992  | Z. 17415                      |
| pec 27 1992  | 2.17415                       |
| Mar 27 1993  | 2.17415                       |
| Jun 27 1993  | 2.17415                       |
| Sep 27 1993  | 2.17415                       |
| pec 27 1993  | 2.17415                       |
| Mar 27 1994  | 2.17415                       |
|              | 2.17415                       |
| Jun 27 1994  |                               |
| Sep 27 1994  | 2.17415                       |
| Dec 27 1994  | 2.17415                       |
| Har 27 1995  | 2.17415                       |
| Jun 27 1995  | 2.17415                       |
| Sep 27 1995  | 2.17415                       |
| 0ec 27 1995  | 2.17415                       |
| Mar 27 1996  | 2.17415                       |
| Jun 27 1996  | 2, 17415                      |
| Sep 27 1996  | 2.17415                       |
| 0ec 27 1996  | 2.17415                       |
| Mar 27 1997  | 2.17415                       |
| Jun 27 1997  | 2.17415                       |
| Sep 27 1997  | 2.17415                       |
| Dec 27 1997  | 2.17415                       |
| Mar 27 1998  | 2.17415                       |
| Jun 27 1998  | 2.17415                       |
| Sep 27 1998  | 2.17415                       |
| pec 27 1998  | 2,17415                       |
| Mar 27 1999  | 2.17415                       |
| Jun 27 1999  | 2,17415                       |
| Sep 27 1999  | 2.17415                       |
| Dec 27 1999  | 2.17415                       |
| Har 27 2000  | Z. 17415                      |
| Jun 27 2000  | 2.17415                       |
| Sep 27 2000  | 2.17415                       |
| 0ec 27 2000  | 2.17415                       |
| Mar 27 2001  | 2.17415                       |
| Jun 27 2001  | 2.17415                       |
| Sep 27 2001  | 2.17415                       |
| pec 27 2001  | 2.65730                       |
| Mar 27 2002  | 2.65730                       |
| Jun 27 2002  | 2.65730                       |
| sep 27 2002  | 2.65730                       |
| Dec 27 2002  | 2.65730                       |
| Mar 27 2003  | 2.65730                       |
| Jun 27 2003  | 2.65730                       |
| Sep 27 2003  | 2.65730                       |
| Dec 27 2003  | 2.45730                       |
| Mar 27 2004  | 2.65730                       |
| MET CI CUV   | 2.03139                       |

# Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor

#### Rent Payment Date

| AT 2004              |
|----------------------|
| . un 27 2004         |
| ep 27 2004           |
| nec 27 2004          |
| Mer 27 2005          |
| Jun 27 2005          |
| ն <b>ер 27 200</b> 5 |
| Dec 27 2005          |
| Mar 27 2006          |
| Jun 27 2006          |
| Sep 27 2006          |
| 9ec 27 2006          |
| Mar 27 2007          |
| Jun 27 2007          |
| Sep 27 2007          |
| Dec 27 2007          |
| Mar 27 2008          |
| Jun 27 2008          |
| Sep 27 2008          |
| Dec 27 2008          |
| Her 27 2009          |
| Jun 27 2009          |
| \$ep 27 2009         |
| Dec 27 2009          |
| Mar 27 2010          |
| Jun 27 2010          |
| Sep 27 2010          |
| Dec 27 2010          |
| Mar 27 2011          |
| Jun 27 2011          |
|                      |
| Sep 27 2011          |

| 2.65730 |
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| 2.65730 |

## STIPULATED LOSS VALUE AND TERMINATION VALUE

Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)

#### Rent Payment Date

Dec 27 1998

Mar 27 1999

Jun 27 1999

Sep 27 1999

Dec 27 1999

Mar 27 2000

Jun 27 2000

Sep 27 2000

Dec 27 2000

Mar 27 2001

Jun 27 2001

Sep 27 2001

Dec 27 2001

Mer 27 2002

Jun 27 2002

Sep 27 2002

Dec 27 2002

Mar 27 2003

101.88581 103.48423 104.90293 106.19179 107,25735 108.16241 108.90004 109.48334 109,89997 110.19326 110.35794 110.40370 110.32263 110,14394 109.86350 109.50417 109.12022 108.72595 108.32109 107.90538 107.47855 107.04032 106.59040 106,12851 105.65434 105.16739 104.66795 104.15508 103.62866 103.08836 102,53382 101.96468 101.38059 100.78117 100.16603 99.53479 95.88704 98.22236 97.54034 96.84054 96.12252 94.90268 93.64864

92.36794

91.06096

89.73464

88.38848

#### Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)

#### Rent Payment Date

87.02613 85.63446 84,22082 82.78465 81.32982 79.84224 78.33652 76.81394 75.27409 73.71654 72.14085 70.54655 68,93319 67.30029 65.64735 63.97389 62.27938 60.53562 58.79582 57.07175 55.33717 53.56732 51.79658 50.04483 48.32073 46.63820 44.98433 43.36080 41.77818 40.25297 38.77081 37.33395 36.06791

35.00000

# LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1

THIS LEASE SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO LEASE AND LEASE SUPPLEMENT NO. 1 (the "Lease Supplement No. 2") dated September 26, 1991 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Trust No. 91-2 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

#### **RECITALS:**

- A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of July 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated August 2, 1991 (the "Lease Supplement No. 1", the Original Lease as supplemented by the Lease Supplement No. 1 is hereinafter referred to as the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.
- B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 2 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

#### SECTION 1. DELIVERY; EQUIPMENT FREE AND CLEAR OF LIENS.

Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances, except for Permitted Encumbrances.

#### SECTION 2. ACCEPTANCE.

Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is September 26, 1991.

N

#### SECTION 3. PURCHASE PRICE.

Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$11,078,400.

# SECTION 4. INTERIM RENT; FIXED RENT, STIPULATED LOSS VALUES AND TERMINATION VALUES.

Interim Rent for the Equipment is payable in the amount of \$2,361.02 on September 27, 1991. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

#### SECTION 5. AMENDMENT TO ORIGINAL LEASE.

- 5.1. Section 25(a) of the Original Lease is hereby amended to read in its entirety as follows:
  - (a) Lessee's Renewal Option. If (i) no Default or Event of Default shall have occurred and be continuing, and (ii) this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option upon written notice to Lessor, as hereinafter provided, to renew this Lease with respect to any Item(s) of Equipment then subject to this Lease for four Renewal Terms. The first, second, and third Renewal Terms of any Item of Equipment shall be for a period of five years. The fourth Renewal Term of any Item of Equipment shall be for a period of at least one year, as selected by Lessee, but in no event shall such Renewal Term when added to the Interim Term, the Basic Term and all other Renewal Terms exceed 80% of the economic life of such Item(s) of Equipment determined in the manner described in Section 25(c) hereof. All of the provisions of this Lease shall be applicable during each Renewal Term for each such Item of Equipment, except that, during each Renewal Term, Fixed Rent shall be the fair market rental value thereof determined in accordance with Section 25(c) hereof, and said Fixed Rent shall be payable quarterly in arrears during each Renewal Term, on the twentyseventh day of each calendar quarter thereof; provided, however, that the Fixed Rent payable during the first Renewal Term of an Item of Equipment shall not exceed 50% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term; and provided, further, that the Fixed Rent payable during the second and third Renewal Term of an Item of Equipment shall not exceed 25% of the mean average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term. Stipulated Loss Values and Termination Values for each Item of Equipment on any Rent Payment Date during any Renewal Term shall be an amount equal to Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment determined as of the last Rent Payment Date of the Basic Term. If Lessee intends to exercise said renewal option with respect to any of said Renewal Terms, Lessee shall give written irrevocable notice to Lessor to such effect at least one hundred and twenty (120) days prior to the expiration of the Basic Term or Renewal Term of such Item(s) of Equipment.

5.2. The Original Lease is hereby amended by deleting Exhibit C in its entirety and substituting Schedule 2 attached hereto in lieu thereof.

#### SECTION 6. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

- 6.1. All references in Lease Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".
- 6.2. The Lease Supplement No. 1 is hereby amended by deleting Schedule 2 in its entirety and substituting Schedule 2 hereto in lieu thereof.

#### SECTION 7. MISCELLANEOUS.

- 7.1. This Lease Supplement No. 2 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- 7.2. This Lease Supplement No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 7.3. This Lease Supplement No. 2 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed, all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, :

an Indiana corporation

| STATE OF)  |   |
|--|---|
| STATE OF   |   |
| acknowledged himself to be a duly author                     | , 1991, before me, a Notary<br>te, personally appeared, the<br>NA MICHIGAN POWER COMPANY, who<br>prized officer of INDIANA MICHIGAN POWER<br>g authorized to do so, he executed the foregoing<br>ned. |
| IN WITNESS WHEREOF, I ha date above mentioned.               | eve hereunto set my hand and official seal on the   |
|  | NT.   |
|  | Name: Notary Public My Commission Expires: Residing in Franklin County, Ohio  |
|  |   |
| STATE OF ) ss.: COUNTY OF )                                  | ,   |
| the of THE CONNEC himself to be a duly authorized officer of | , 1991, before me, a Notary rsonally appeared, TICUT NATIONAL BANK, who acknowledged THE CONNECTICUT NATIONAL BANK, and do so, he executed the foregoing instrument for                               |
| IN WITNESS WHEREOF, I have date above mentioned.             | ve hereunto set my hand and official seal on the  |
| -  | Name: Notary Public My Commission Expires: Residing in  |

٠.

The undersigned hereby consent and agree to the foregoing First Amendment as of the date first written above.

# CHASE MANHATTAN SERVICE CORPORATION

| Ву   | - <del></del>     |
|--|-------------------|
| Its<br>(   | Owner Participant |
| WILMINGTON TRUST CON<br>its individual capacity b<br>as Security Trustee | •                 |
| By Its VP  |                   |
| •,   | Security Trustee  |
| THE NORTHWESTERN MU<br>INSURANCE COMPANY                                 |                   |
| Ву   |                   |
| Its  |                   |

Note Purchaser

| COUNTY OF)   |  |
|--|--|
| acknowledged himself to be a duly authorize  | , 1991, before me, a Notary personally appeared, the ANHATTAN SERVICE CORPORATION, who ed officer of CHASE MANHATTAN SERVICE being authorized to do so, he executed the a contained. |
| IN WITNESS WHEREOF, I have date above mentioned.                                       | hereunto set my hand and official seal on the  |
|  | Name: Notary Public My Commission Expires: Residing in   |
| STATE OF Alelawore ) COUNTY OF New Costle )  |  |
| the <u>Vice Prisidist</u> of WILMINGTON The to be a duly authorized officer of WILMING | nally appeared Norma Class, RUST COMPANY, who acknowledged himself GTON TRUST COMPANY, and that, as such ted the foregoing instrument for the purposes                               |
| IN WITNESS WHEREOF, I have date above mentioned.                                       | hereunto set my hand and official seal on the  |
|  | Name: Patricia A. Evans Notary Public My Commission Expires: 4/20/95 Residing in New Castle, Welaware  |

STATE OF \_\_\_\_\_\_)

| STATE OF  |   |
|---|---|
| COUNTY OF   | SS.:  |
| of COMPANY, who acknowledged NORTHWESTERN MUTUAL LII being authorized to do so, he excontained. | day of, 1991, before me, a Notary and State, personally appeared, the THE NORTHWESTERN MUTUAL LIFE INSURANCE himself to be a duly authorized officer of THE INSURANCE COMPANY, and that, as such officer, cuted the foregoing instrument for the purposes therein COF, I have hereunto set my hand and official seal on the |
|   |   |
|   | Name: Notary Public My Commission Expires: Residing in  |

Receipt of this original counterpart of this Lease Supplement No. 2 is hereby acknowledged this \_\_\_ day of September, 1991.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee

SECURITY TRUSTEE

## DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

#### Car Numbers

| AEPX 3412              | AEPX 3665              | AEPX 3706              | AEPX 3747              | ABPX 3788              |
|------------------------|------------------------|------------------------|------------------------|------------------------|
| AEPX 3477              | AEPX 3666              | AEPX 3707              | AEPX 3748              | ABPX 3789              |
| AEPX 3478              | AEPX 3667              | AEPX 3708              | AEPX 3749              | ABPX 3790              |
| AEPX 3573              | AEPX 3568              | AEPX 3709              | ABPX 3750              | ABPX 3791              |
| AEPX 3577              | AEPX 3669              | AEPX 3710              | AEPX 3751              | ABPX 3792              |
| AEPX 3629              | AEPX 3670              | AEPX 3711              | AEPX 3752              | ABPX 3793              |
| AEPX 3630              | AEPX 3671              | AEPX 3712              | AEPX 3753              | ARPX 3794              |
| AEPX 3631              | AEPX 3672              | AEPX 3713              | AEPX 3754              | ABPX 3795              |
| AEPX 3632              | AEPX 3673              | AEPX 3714              | AEPX 3755              | ABPX 3796              |
| AEPX 3633              | AEPX 3674              | AEPX 3715              | AEPX 3756              | ABPX 3797              |
| AEPX 3634              | AEPX 3675              | AEPX 3716              | AEPX 3757              | ABPX 3798              |
| AEPX 3635              | AEPX 3676              | AEPX 3717              | AEPX 3758              | ABPX 3799              |
| AEPX 3636              | AEPX 3677              | AEPX 3718              | AEPX 3759              | ABPX 3800              |
| AEPX 3637              | AEPX 3678              | AEPX 3719              | ABPX 3760              | ABPX 3801              |
| AEPX 3638              | AEPX 3679              | AEPX 3720              | AEPX 3761              | AEPX 3802              |
| AEPX 3639              | AEPX 3680              | AEPX 3721              | AEPX 3762              | AEPX 3803              |
| AEPX 2540              | AEPX 3681              | AEPX 3722              | AEPX 3763              | AEPX 3804              |
| AEPX 3641              | AEPX 3682              | AEPX 3723              | AEPX 3764              | AEPX 3805              |
| AEPX 3642              | AEPX 3683              | AEPX 3724              | AEPX 3765              | AEPX 3806              |
| AEPX 3643              | AEPX 3684              | AEPX 3725              | AEPX 3766              | AEPX 3807              |
| AEPX 3644              | AEPX 3685              | AEPX 3726              | AEPX 3767              | AEPX 3808              |
| AEPX 3645              | AEPX 3686              | AEPX 3727              | AEPX 3768              | AEPX 3809              |
| AEPX 3646              | AEPX 3687              | AEPX 3728              | AEPX 3769              | AEPX 3810              |
| AEPX 3647              | AEPX 3688              | AEPX 3729              | AEPX 3770              | AEPX 3811              |
| AEPX 3648              | AEPX 3689              | AEPX 3730              | AEPX 3771              | AEPX 3812              |
| AEPX 3649              | AEPX 3690              | ABPX 3731              | AEPX 3772              | AEPX 3813              |
| AEPX 3650              | AEPX 3691              | AEPX 3732              | AEPX 3773              | AEPX 3814              |
| AEPX 3651              | AEPX 3692              | AEPX 3733              | AEPX 3774              | AEPX 3815              |
| AEPX 3652              | AEPX 3693              | AEPX 3734              | ABPX 3775              | AEPX 3816              |
| AEPX 3653              | AEPX 3694              | AEPX 3735              | ABPX 3776              | AEPX 3817              |
| AEPX 3654              | AEPX 3695              | AEPX 3736              | AEPX 3777              | AEPX 3818              |
| AEPX 3655              | AEPX 3696              | AEPX 3737              | AEPX 3778              | AEPX 3819              |
| AEPX 3656              | AEPX 3697              | AEPX 3738              | AEPX 3779              | AEPX 3820              |
| APEX 3657              | AEPX 3698              | AEPX 3739              | AEPX 3780              | AEPX 3821              |
| AEPX 3658              | AEPX 3699              | ARPX 3740              | AEPX 3781              | AEPX 3822<br>AEPX 3823 |
| AEPX 3659              | AEPX 3700              | AEPX 3741<br>ABPX 3742 | AEPX 3782<br>AEPX 3783 | AEPX 3823<br>AEPX 3824 |
| AEPX 3660              | AEPX 3701<br>AEPX 3702 | ABPX 3742<br>ABPX 3743 | AEPX 3783              | AEPX 3824<br>AEPX 3825 |
| AEPX 3661<br>ARPX 3662 | AEPX 3702<br>AEPX 3703 | ABPX 3743<br>ABPX 3744 | AEPX 3785              | AEPX 3826              |
| ABPX 3663              | AEPX 3703              | ABPX 3745              | AEPX 3786              | AEPX 3827              |
| ABPX 3664              | AEPX 3704              | AEPX 3745              | AEPX 3787              | AEPX 3828              |
| MAPA JOOM              | WREW 3107              | AUEA JITU              | AUFA JIUI              | AMEA JUZU              |

## DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

## Car Numbers

| AEPX 3829              |   |   |  |
|------------------------|---|---|--|
| AEPX 3830              |   |   |  |
| AEPX 3831              |   |   |  |
| AEPX 3832              |   | İ |  |
| AEPX 3833              |   |   |  |
| AEPX 3834              |   |   |  |
| AEPX 3835              |   |   |  |
| AEPX 3836              |   |   |  |
| AEPX 3837              |   |   |  |
| AEPX 3838              |   |   |  |
| AEPX 3839              |   |   |  |
| AEPX 3840              |   |   |  |
| AEPX 3841              |   |   |  |
| AEPX 3842              |   |   |  |
| AEPX 3843              |   |   |  |
| AEPX 3844              |   |   |  |
| AEPX 3845              |   |   |  |
| AEPX 3846              |   |   |  |
| AEPX 3847              |   |   |  |
| AEPX 3848              |   |   |  |
| AEPX 3849              |   |   |  |
| AEPX 3850              |   |   |  |
| AEPX 3851              |   |   |  |
| AEPX 3852<br>AEPX 3853 |   |   |  |
| AEPX 3853<br>AEPX 3854 |   |   |  |
| AEPX 3855              |   |   |  |
| AEPX 3856              |   |   |  |
| AEPX 3857              | ļ |   |  |
| AEPX 3858              | 1 |   |  |
| AEPX 3859              |   |   |  |
| AEPX 3860              | • |   |  |
| AEPX 3861              |   |   |  |
| AEPX 3862              |   |   |  |
| AEPX 3863              |   |   |  |

# SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

Rent Installment
For the Equipment Equal to
Purchase Price for the
Equipment Times the Following

|                    | Purchase Price for the        |
|--------------------|-------------------------------|
| Rent               | Equipment Times the Following |
| Payment Date       | Fixed Rent Factor             |
|                    |                               |
| Hec 27 1991        | 2.17415                       |
| Mar 27 1992        | 2, 17415                      |
| Jun 27 1992        | 2.17415                       |
| Sep 27 1992        | 2.17419                       |
| pec 27 1992        | 2.17415                       |
| Mar 27 1993        | 2.17415                       |
| Jun 27 1993        | 2. 17415                      |
| Sep 27 1993        | 2, 17415                      |
| pec 27 1993        | 2,17415                       |
| Mar 27 1994        | 2.17415                       |
| Jun 27 1994        | 2.17415                       |
| Sep 27 1994        | 2.17415                       |
| 0ec 27 1994        | 2.17415                       |
| Har 27 1995        | 2.17415                       |
| Jun 27 1995        | 2.17415                       |
| Sep 27 1995        | 2.17415                       |
| 0ec 27 1995        | 2.17415                       |
|                    |                               |
| Her 27 1996        | 2.17415                       |
| Jun 27 1996        | 2.17415                       |
| sep 27 1996        | 2.17415                       |
| Dec 27 1996        | 2.17415                       |
| Her 27 1997        | 2.17415                       |
| Jun 27 1997        | 2.17415                       |
| Sep 27 1997        | 2.17415                       |
| Dec 27 1997        | 2.17415                       |
| Mar 27 1998        | 2.17415                       |
| Jun 27 1998        | 2.17415                       |
| Sep 27 1998        | 2.17415                       |
| Dec 27 1998        | 2,17415                       |
| Mar 27 1999        | 2.17415                       |
| Jun 27 1999        | 2.17415                       |
| Sep 27 1999        | 2.17415                       |
| Dec 27 1999        | 2.17415                       |
| Mer 27 2000        | Z. 17415                      |
| Jun 27 2000        | 2.17415                       |
| Sep 27 2000        | 2.17415                       |
| Dec 27 <b>2000</b> | 2.17415                       |
| mar 27 2001        | 2.17415                       |
| Jun 27 2001        | 2,17615                       |
| Sep 27 2001        | 2,17415                       |
| pec 27 2001        | 2.65730                       |
| Mer 27 2002        | 2.65730 ·                     |
| Jun 27 2002        | 2.65730                       |
| Sep 27 2002 .      | 2.65730                       |
| Dec 27 2002        | 2.65730                       |
| Mar 27 2003        | 2.65730                       |
| Jun 27 2003        | 2.65730                       |
| Sep 27 2003        | 2.65730                       |
| Dec 27 2003        | 2.65730                       |
| Mar 27 2004        | Z.65730                       |
|                    |                               |

# Rent Installment For the Equipment Equal to Purchase Price for the Equipment Times the Following Fixed Rent Factor

1/2

#### Rent Payment Date

| Jun 27 2004  |
|--------------|
| Jep 27 2004  |
| 9ec 27 2004  |
| Mer 27 2005  |
| un 27 2005   |
| Sep 27, 2005 |
| 0ec 27 2005  |
| Mar 27 2006  |
| Jun 27 2006  |
| Gep 27 2006  |
| Dec 27 2006  |
| Mar 27 2007  |
| Jun 27 2007  |
| Sep 27 2007  |
| Dec 27 2007  |
| Mer 27 2008  |
| Jun 27 2008  |
| Sep 27 2008  |
| Dec 27 2008  |
| Her 27 2009  |
| Jun 27 2009  |
| \$ep 27 2009 |
| Dec 27 2009  |
| Mar 27 2010  |
| Jun 27 2010  |
| 5ep 27 2010  |
| Dec 27 2010  |
| Mar 27 2011  |
| Jun 27 2011  |
| Sep 27 2011  |
|              |

| 2.65730 |
|---------|
| 2.65730 |
| 2.65730 |
| 2.65730 |
| 2,65730 |
| 2.65730 |
| 2,65730 |
| 2.65730 |
| 2,65730 |
| 2.65730 |
| 2,65730 |
| 2,65730 |
| 2.65730 |
| 2,65730 |
| 2.65730 |
| 2,65730 |
| 2,65730 |
| 2.45730 |
| Z.65730 |
| 2.65730 |
| 2,65730 |
| 2.65730 |
| 2.65730 |
| 2.65730 |
| 2.65730 |
| 2.65730 |
| 2.65730 |
| 2.65730 |
| 2.65730 |
| 2.65730 |
| 2.03/30 |

## STIPULATED LOSS VALUE AND TERMINATION VALUE

Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such cate)

#### Rent Payment Date

Mar 27 2001

Jun 27 2001

Sep 27 2001

Dec 27 2001

Ner 27 2002

Jun 27 2002

Sep 27 2002

Dec 27 2002

Mar 27 2003

101.88581 103,48423 104,90203 106, 19179 107.25735 108.16241 108.90004 109.48334 189.89997 110.19326 110.35794 110.40370 110.32263 110,14394 109.86350 109.50417 109.12022 108.72595 108.32109 107.90538 107.47855 107.04032 106,59040 106, 12851 105.65434 105.16739 104.66795 104.15508 103.62866 103.08836 102.53382 101.96468 101.38039 100.78117 100.16603 99.53479 96.88704 98.22236 97.54034 96.84054 96.12252 94.90268

93.64864

92.36794

91.06096

89.73464

88.38848

## Rent avment Date

# Payment Date

Stipulated Loss Value or Termination Value, as a percent of the Purchase Price of the Equipment (in Addition to Fixed Rent installment for the Equipment due on such date)

غر

87.02613 85.63446 84,22082 82.78465 81.32982 79.84224 78.33652 76.81394 75.27409 73,71654 72.14085 70.54655 68,93319 47.30029 65.64735 63.97389 62.27938 60.53562 58.79582 57.07175 55.33717 53.56732 51.79658 50.04483 48.32073 46.63820 44.98433 43.36080 41.77818 40.25297 38,77081 37.33395 36.06791 35.00000